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 2 LAW CORPORATION  
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 4 DIANE SIDD-CHAMPION, ESQ. #78140  
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 6 San Francisco, CA 94105  
 7 Telephone: (415) 882-2992

8 Attorneys for Plaintiffs

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 BOARD OF TRUSTEES OF THE PLUMBERS	)	<b>No. CV 08 1170 JCS</b>
12 AND STEAMFITTERS MANAGED HEALTH CARE	)	
13 TRUST FUND; BOARD OF TRUSTEES OF THE	)	<b>DECLARATION OF LORI A. NORD</b>
14 U.A. LOCAL NO. 343 PENSION TRUST	)	<b>REGARDING STATEMENT OF</b>
15 FUND; BOARD OF TRUSTEES OF THE U.A.	)	<b>AMOUNTS OWED, AND AWARD OF</b>
16 LOCAL NOS. 343 AND 355 DEFINED	)	<b>ATTORNEY'S FEES</b>
17 CONTRIBUTION PLAN; BOARD OF TRUSTEES	)	<b>(F.R.C.P. 55 b)(2), L.R.</b>
18 OF THE U.A. LOCAL NO. 343 JOURNEYMAN	)	<b>230)</b>
19 AND APPRENTICE TRAINING TRUST FUND;	)	
20 AND BOARD OF TRUSTEES OF THE U.A.	)	<b>Date: July 11, 2008</b>
21 LOCAL NO. 343 LABOR-MANAGEMENT	)	<b>Time: 9:00 A.M.</b>
22 COOPERATION COMMITTEE TRUST FUND,	)	<b>Place: Courtroom A,</b>
	)	<b>15th Floor</b>
23 Plaintiffs,	)	
	)	
24 v.	)	
	)	
25 RAMCON COMPANY, INC., A CALIFORNIA	)	
26 CORPORATION	)	
	)	
27 Defendant.	)	
	)	

28 I, LORI A. NORD, declare as follows:

1. I am one of the attorneys for the plaintiffs in the above-entitled action and am familiar with all proceedings in this action as well as the facts on which the action is based.

2. Attached hereto as Exhibit "A," "B," "C," "D" "E" and "F" are true and correct copies of the First Amendment to the Plumbers

1 and Steamfitters Managed Health Care Trust (Exhibit A) and Section  
2 3.07 of the Trust Agreement (Exhibit B), the First Amendment and  
3 Section 3.07 to the U.A. Local No. 343 Pension Trust Agreement  
4 (Exhibits C & D), the First Amendment to the U.A. Local No. 343  
5 Apprenticeship Training Fund Trust Agreement (Exhibit E), and  
6 Article I, Section 8 of the U.A. Local No. 343 Labor-Management  
7 Cooperation Committee Trust Agreement (Exhibit F). These provisions  
8 provide for the assessment of liquidated damages and interest on  
9 delinquent contributions and for the award of attorneys' fees and  
10 costs incurred in collection cases such as these by plaintiffs.

11 3. Attached hereto as (Exhibits "G & "H") are true and  
12 correct copies of Article IV, § 4.4.04 of the Plumbers and  
13 Steamfitters Managed Health Care Trust Fund Trust Amended Trust  
14 Agreement (Exhibit "G") and Article IV, § 4.4.04 of the U.A. Local  
15 343 Pension Trust Fund (Exhibit H). In addition to the authority  
16 provided by ERISA to audit employers, these provisions provide the  
17 plaintiffs with authority to audit individual signatory employers,  
18 such as the defendant, to determine whether such employer is  
19 accurately reporting and paying all contributions owing to the  
20 plaintiffs.

21 4. I have investigated the facts of this case and certify  
22 that there is a good claim for relief against defendant. To the  
23 best of my information and belief, defendant Ramcon Company, Inc.,  
24 is not in the military service of the United States.

25 5. As of March 20, 2008, the defendant owed plaintiffs  
26 \$14,589.56 in fringe benefits, liquidated damages and interest.  
27 (See Exhibit "1" to the Amended Complaint). Interest continues to  
28 accrue on that sum from March 20, 2008 until paid at the rate of

1 twelve percent (12%) per annum, or \$4.80 per day, under the terms of  
2 the Trust Agreements and as mandated by 29 USC § 1132 (g) (2). The  
3 interest which has accrued on that sum through May 30 2008 is  
4 \$335.76, making the total due as of this date \$14,925.32.

5 6. Plaintiffs have incurred the following costs in connection  
6 with this lawsuit:

7 Court filing fee : \$350.00

8 Fee for service of Complaint: 100.00

9 Total: \$450.00

10  
11 7. Plaintiffs have also incurred, and are continuing to incur  
12 attorneys' fees in connection with the collection of fringe benefits  
13 owed by defendant. Attorneys' fees are assessable under 29 U.S.C.  
14 § 1132(g), which requires award of reasonable attorneys' fees and  
15 costs of the action to a trust fund or employee benefit plan which  
16 has a judgment in its favor.

17 8. I was admitted to practice in 1979, and have handled cases  
18 involving fringe benefit contributions since April 1980. Diane Sid-  
19 Champion was admitted to practice in 1977 and has handled these  
20 types of cases since 1986. My firm's current customary hourly  
21 charge for these types of cases is currently \$240.00 - \$250.00 per  
22 hour for our attorney time.

23 9. Plaintiffs were or will be billed \$240.00 an hour for 7.9  
24 hours of attorney time for our services in this case through May 30,  
25 2008. This time was incurred in communications and correspondence  
26 with the defendant, clients, auditor, Secretary of State, California  
27 Contractors State License Board and Court as well as drafting all  
28 pleadings in the case. Plaintiffs have or will be billed a total

1 of \$1,896.00 for fees incurred through May 30, 2008. The reasonable  
2 amount of attorneys' fees incurred by Plaintiffs in this case is  
3 thus \$1,896.00.

4  
5 I declare under penalty of perjury that to the best of my  
6 knowledge the foregoing is true and correct. Executed on May 30,  
7 2008 in San Francisco, California.

8  
9 By: \_\_\_\_\_

10 LORI A. NORD  
11 Attorneys for Plaintiffs  
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**PLUMBERS AND STEAMFITTERS MANAGED HEALTH CARE TRUST FUND  
TRUST AGREEMENT**

**FIRST AMENDMENT**

It is hereby agreed by the parties hereto that Section 3.06 of Article III of the Trust Agreement be amended to read in its entirety as follows:

**3.06 Liquidated Damages and Interest**

Insofar as the regular and prompt payment of Employer Contributions are concerned, the parties recognize that time is of the essence. The parties further recognize that the actual damages to the Trust Fund for any delay in, or default of, an Employer in making an Employer Contribution would be extremely difficult, if not impossible, to determine. The parties therefore agree that if an Employer fails to make an Employer Contribution on or before the due date established by the Trustees, there shall be added, as liquidated damages, and not as a penalty, 10% of the Contributions due, which amount shall be due and payable on the date that the Contributions were due. In addition, all late contributions and liquidated damages shall bear interest at a rate of 12% per annum, from the date each was due, until paid. The Employer shall remain liable for the payment of the liquidated damages and interest, even if it makes late full payment of the required fringe benefit contributions, unless waived by the Board of Trustees.

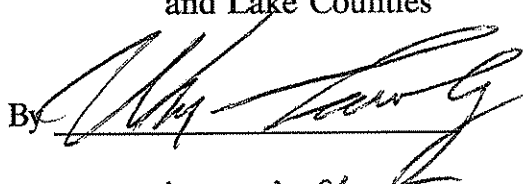
The parties further agree that if the Trust Fund files a legal action to collect unpaid Contributions or unpaid liquidated damages, the liquidated damages for any Contributions still unpaid on the date the legal action is filed shall be increased to 20% of the contributions due. For any late Contribution to be deemed paid prior to the filing of a legal action, the Trust Fund must have received cash, a cashier's check, a certified check, or a money order, or, in the case of an ordinary check, received actual payment into the Trust Fund's account from the Employer's bank by the end of the last business day before the day on which the lawsuit is filed. Notwithstanding any provisions to the contrary herein, or any provision in any Collective Bargaining Agreement which provides for contributions to this Fund, this Section shall supersede and govern the assessment and collection of liquidated damages, interest and collection costs due to this Fund.

In addition to the foregoing, it shall not be a violation of any Collective Bargaining Agreement for the Union to refuse to man a job or to withdraw employees from the job or jobs of a delinquent Individual Employer.

IN WITNESS THEREOF, the parties hereto have executed, by their officers or duly authorized representatives, this Amendment on the dates indicated below.

Plumbing, Heating, and Cooling  
Contractors of Napa, Solano  
and Lake Counties

By



Date

1-24-95

U. A. Local No. 343

By

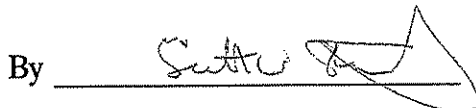


Date

2-2-95

Mechanical Contractors Association  
of Northern California, Inc.

By



Date

1-29-95